

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION**

EMERSON CREEK POTTERY INC.)

Plaintiff,)

v.)

COUNTRYVIEW POTTERY CO.,)
EMERSON CREEK EVENTS, INC.,)
CHRISTINA DEMIDUK, and)
DAVID DEMIDUK)

Defendants.)

Case No.: 6:20-CV-0054-NKM

Special Interrogatories: Breach of License

Question 1

Do you find by a preponderance of the evidence that Plaintiff and Defendants entered into an explicit trademark license agreement, whether written or oral, in which Plaintiff permitted Defendant to use the EMERSON CREEK POTTERY trademark with Defendants' services?

Answer yes or no. _____

If you answer "yes", answer the remaining questions.

If you answer "no", only answer questions 6, 7 and 8.

Question 2

Do not answer this question if you answered "no" to question 1.

Do you find by a preponderance of the evidence that the licensing agreement included Defendants' use of the EMERSON CREEK, EMERSON CREEK POTTERY, EMERSON CREEK POTTERY & TEAROOM, and/or EMERSON CREEK EVENTS with Defendants' gift shop services?

Answer yes or no. _____

Question 3

Do not answer this question if you answered “no” to question 1.

Do you find by a preponderance of the evidence that the licensing agreement included Defendants’ use of the EMERSON CREEK, EMERSON CREEK POTTERY, EMERSON CREEK POTTERY & TEAROOM, and/or EMERSON CREEK EVENTS with Defendants’ restaurant services?

Answer yes or no. _____

Question 4

Do not answer this question if you answered “no” to question 1.

Do you find by a preponderance of the evidence that the licensing agreement included Defendants’ use of the EMERSON CREEK, EMERSON CREEK POTTERY, EMERSON CREEK POTTERY & TEAROOM, and/or EMERSON CREEK EVENTS with Defendants’ events services?

Answer yes or no. _____

Question 5

Do not answer this question if you answered “no” to question 1.

Do you find by a preponderance of the evidence that Defendants were required to sell only Plaintiff’s pottery in its gift shop?

Answer yes or no. _____

If you answer “yes”, your verdict will be for Plaintiff on the breach of contract claim against Defendants.

If you answer “no”, your verdict will be for Defendants on this claim.

Question 6

Do you find by a preponderance of the evidence that Plaintiff exercised adequate control over the nature and quality of Defendants' gift shop services and adequate control over Defendants' use of EMERSON CREEK, EMERSON CREEK POTTERY, EMERSON CREEK POTTERY & TEAROOM, and/or EMERSON CREEK EVENTS with the gift shop services?

Answer yes or no. _____

Question 7

Do you find by a preponderance of the evidence that Plaintiff exercised adequate control over the nature and quality of Defendants' restaurant services and adequate control over Defendants' use of EMERSON CREEK, EMERSON CREEK POTTERY, EMERSON CREEK POTTERY & TEAROOM, and/or EMERSON CREEK EVENTS with the restaurant services?

Answer yes or no. _____

Question 8

Do you find by a preponderance of the evidence that Plaintiff exercised adequate control over the nature and quality of Defendants' events services and adequate control over Defendants' use of EMERSON CREEK, EMERSON CREEK POTTERY, EMERSON CREEK POTTERY & TEAROOM, and/or EMERSON CREEK EVENTS with the gift shop services?

Answer yes or no. _____

Date

Signature of Foreperson

Printed Name of Foreperson